

IN THE MATTER OF FACTFINDING

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| | | |
|-------------------------------|---|---------------------------|
| BETWEEN |) | |
| MARSHALLTOWN COMMUNITY SCHOOL |) | |
| DISTRICT, |) | |
| PUBLIC EMPLOYER, |) | HUGH J. PERRY, FACTFINDER |
| AND |) | |
| |) | Recommendations issued: |
| TEAMSTERS LOCAL NO. 238, |) | June 18, 2004 |
| EMPLOYEE ORGANIZATION. |) | |

APPEARANCES:

FOR MARSHALLTOWN CSD:
Rex J. Ryden, Attorney

FOR TEAMSTERS LOCAL 238:
Kevin J. McCombs, Business Representative
Jill M. Hartley, Attorney

BACKGROUND

Teamsters Local 238 represents a bargaining unit comprised of some 33 bus drivers in the Marshalltown Community School District. These are part time employees who provide transportation for the District students and work an average of 2.5 hours per day. A driver typically drives his route two times per day. In addition a driver can bid on activity trips and other special trips. The parties have been bargaining for a number of years and are concluding a 1 year contract, July 1, 2003 to June 30, 2004. Through bargaining and mediation, the parties have resolved all impasse issues with the exception of **Wages** and **Insurance**. They engage statutory fact-finding to resolve these two issues and have extended the time lines contained in the Public Employment Relations Act to complete impasse procedures. There are three other bargaining units in the District, a unit of Food Service Employees who are in the third year of a three year agreement, a unit of custodians and a teachers unit. The custodians and food service employees are also represented by Teamsters 238. The custodians have settled their contract (3.44%). The parties have had six negotiating sessions, including mediation at which they arrived at an agreement which the Union's bargaining team agreed to take to the membership for a vote without recommendation. The proposed agreement was rejected. A hearing was held at the Fisher Community Center in Marshalltown on June 4, 2004. In making the recommendations which follow, I have considered the criteria set forth in section 20.22(9) of the Public Employment Relations Act.

IMPASSE ISSUES

The issues for recommendation are **Wages** and **Insurance**.

CURRENT CONTRACT

Wages

The contract provides for the following steps and base monthly salary:

| | |
|-----------------|----------|
| 0-5 years..... | \$812.00 |
| 6-10 years..... | \$880.00 |
| 11+ years..... | \$997.00 |

In addition to the base pay, for those routes in excess of fifteen (15) miles in length, as measured by the morning route, the driver will receive \$3.25 per month for each mile that such established route exceeds fifteen (15) miles.

Activity rate of pay will be \$7.25 per hour. Drivers who miss their regular route as a result of being on an activity trip will be paid \$19.00 per hour for the first hour of the activity trip.

The contract provides for Special Routes to be paid on a per trip basis

| <u>Miles per trip</u> | <u>Rate per trip</u> |
|-----------------------|----------------------|
| 0-4 | \$4.50 |
| 5-9 | 4.70 |
| 10-14 | 5.20 |
| 15-19 | 5.60 |
| 20-24 | 6.00 |
| 25 and over | 6.30 |

Section 3.5 Extra Trips - Meal Allowance. When an Employee drives an extra trip beyond a fifteen (15) mile radius of Marshalltown that exceeds five (5) hours duration in driving and waiting time, the School District, upon presentation of a validated receipt, shall reimburse the actual amount spent for meals not to exceed \$4.00 for breakfast, \$5.00 for the noon meal, and \$6.00 for an evening meal.

Section 3.7 Special Education Routes. Drivers assigned by the Director of Transportation to special education routes shall receive an additional One and 50/100ths Dollars (\$1.50) per trip for this type route. Special education routes are those assigned to pick up students at their homes for transportation to a specific class or weighted program. Drivers of wheel-chair equipped buses shall receive an addition Two and 00/100ths Dollars (\$2.00) per trip above the salary schedule.

Insurance

Employees who so elect can participate in the district's health insurance program and are responsible for paying 100% premium for single or family coverage. Effective August 1, 2004 the cost of single coverage will be \$340.00 per month.

WAGES

The **Union** proposes that the salary schedule be changed as follows:

| | |
|----------------|------------|
| 0-2 years..... | \$837.00 |
| 3-4 years..... | \$905.00 |
| 5-6 years..... | \$1,022.00 |

The Union also proposes that trips exceeding 15 miles be paid at \$3.50 per month (currently \$3.25) for each mile exceeding 15, that activity rate of pay be increased to \$8.00 per hour (currently \$7.25) and that drivers who miss their regular route as a result of being on an activity trip will be paid *route pay* for the first hour of the activity trip.

The Union argues that the activity rate of pay in Marshalltown is low and that driver's are somewhat reluctant to take activity trips if it requires them to miss their regular routes. The Union also asserts that the wage schedule should be compacted to require shorter tenure to reach maximum salary.

The **District** proposes to increase the current steps on the current salary schedule as follows:

| | |
|-----------------|------------|
| 0-5 years..... | \$834.00 |
| 6-10 years..... | \$902.00 |
| 11+ years..... | \$1,017.00 |

The District proposes to increase the activity rate from the current \$7.25 per hour to \$7.45 per hour.

In support of its position, the District notes that during bargaining it was prepared to make somewhat of a better offer than this and did so following mediation, however that proposal was rejected by the Union membership. The District costed that proposal at 3.88% (\$14,160.00) Its current proposal the District costs at \$9,856.48 or 2.7%. The District points out that it will receive new money next year of 2.52% out of which all increases including the increased cost of wages benefits of this bargaining unit must come. The District costs the Union proposal, including its insurance asking, at 14.83% or total increased costs of \$53,318.68. It contends that such an increase is not reasonable considering the District's current finances or when measured against other settlements this bargaining year.

INSURANCE

The **District** proposes no change in the current insurance provision. Employees who wish to take the District insurance are eligible to do so, providing they pay 100% of the cost of the insurance.

The **Union** proposes that the District pay \$25.00 per month toward the cost of the single health insurance for these employees.

DISCUSSION

Initially, it must be noted that the District's proposal projected to cost 2.7% is much closer to settlements this bargaining year than that of the Union, 14.6%. Considering the Districts new money, 2.52%, a settlement of the magnitude proposed by the Union is not in the cards this year. That having been said, it is noted that the custodians settled for 3.44% this year and the District was prepared to settle with these employees for 3.88%. I'm not certain of the value of an agreement that is taken back to the membership without recommendation, but it is worth considering here. The *settlement agreement* made some change in the meal allowance to provide for employees to spend the meal allowance as they see fit. Also, the agreement provided for employees to be able to donate up to five days of sick leave per year to an employee who has exhausted his sick leave and is suffering from a catastrophic illness or injury. The salary schedule was proposed to be amended as follows:

| | |
|-----------------|------------|
| 0-3 years..... | \$822.00 |
| 4-10 years..... | \$890.00 |
| 11+ years..... | \$1,007.00 |

The *agreement* provided for an increase in the activity rate from the current \$7.25 to \$7.75

and increased the rate for drivers who miss their regular routes as a result of being on an activity trip from \$19.00 to 21.00 for the first hour of the activity trip. I find that the compromises set forth in this agreement were more reasonable than the position of either party at factfinding and I am inclined to recommend them. I am aware that the language changes on meal allowance and sick leave are not proposals before me. However, I would encourage the District to put them back on the table, providing that these recommendations are otherwise accepted by the Union. I recommend that there be no change in the parties' insurance provision. It is clear that the Union is attempting to get its foot in the door with respect to health insurance. This is a costly benefit and one that should be negotiated by the parties. Further, these are part time employees. The high cost of such a benefit could potentially outdistance wages over time.

RECOMMENDATIONS

Based upon the above discussion, I make the following recommendations:

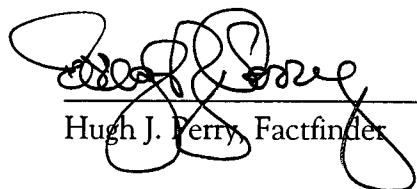
Wages - I recommend that the following wage schedule be implemented effective July 1, 2004:

| | |
|-----------------|------------|
| 0-3 years..... | \$822.00 |
| 4-10 years..... | \$890.00 |
| 11+ years..... | \$1,007.00 |

The activity rate should be increased to \$7.75 per hour and employees who miss their regular routes because of an activity trip should be paid \$21.00 per hour for the first hour of the activity trip. The current wage language should remain otherwise unchanged.

Insurance - I recommend that the current insurance provision, Section 11.9, continue unchanged.

Signed this 18th day of June, 2004



Hugh J. Perry, Factfinder

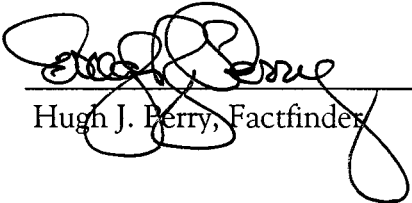
CERTIFICATE OF SERVICE

I certify that on the 18th day of June, 2004, I served the foregoing Recommendations of Factfinder upon each of the parties to this matter by mailing a copy to them at their respective addresses as shown below:

Kevin McCombs
Bargaining Representative/Teamsters 238
1695 Burton Avenue
Waterloo, Iowa 50703

Rex Ryden
Attorney At Law
112 West Church Street
Marshalltown, Iowa 50158

I further certify that on the 18th day of June, 2004, I will submit this report for filing by mailing it to the Iowa Public Employment Relations Board, 514 East Locust Street, Suite 202, Des Moines, IA 50309.



Hugh J. Perry, Factfinder

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